

Los Alamos

NATIONAL LABORATORY

Supply Chain Management Division

SUP-1, Special Procurement Services Team

P.O. Box 1663, M/S P215

Los Alamos, NM 87545

(505) 665-2355; FAX (505) 667-8593

September 13, 2005

TO: PROSPECTIVE OFFERORS

SUBJECT: REQUEST FOR PROPOSAL (RFP) NO. 12138-SOL-05
Engineering, Analysis, and Health Physics Support Services

The University of California, operating the Los Alamos National Laboratory (LANL) under prime contract to the National Nuclear Security Administration (NNSA) of the U.S Department of Energy (DOE) is requesting interested and qualified firms to submit offers in response to the subject RFP.

The existence of unsecured excess and unwanted radiological sources in the U.S. and elsewhere in the world presents an unacceptable threat to national security by creating the potential for nuclear terrorism. LANL has been the leading laboratory for the U.S. Department of Energy for the identification, recovery and safe and secure management of unwanted radiological sources since 1979. The operational capability at LANL is known as the Off-Site Source Recovery (OSR) Project and is sponsored by the National Nuclear Security Administration (NNSA) under NA-211, U.S. Radiological Threat Reduction (USRTR). The support services LANL is seeking with this solicitation is to support the missions of the bodies described above.

The University intends to award an initial 1-year subcontract for the Consulting Services with four 1-year options to extend the subcontract. The extension options may to be exercised at the University's discretion and will be negotiated and included in any resultant subcontract.

Offerors are directed to the following list of key dates and information:

- RFP Issue date: 09/13/05
- Notice of Intent to submit a proposal due date: 09/23/05
- Questions must be received by email no later than: 09/23/05
- Proposal due date: 10/11/05, no later than 4:00 P.M. MST
- The University Contract Administrator for this RFP is:

Dee-Dee Schray, Senior Contract Administrator
P.O. Box 1663, Mail Stop P215
Los Alamos, New Mexico 87545
E-mail address: d_schray@lanl.gov
Phone: 505-665-2355
Fax: 505-665-8907

As assistance to potential Offerors who may not have significant experience in responding to the University's Requests for Proposals, it is recommended that Offerors begin by reviewing the Statement of

**University of California
Los Alamos National Laboratory
RFP No. 12138-SOL-05**

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Work

and

Sample Subcontract, contained in Part D. These documents lay out what the University intends to contract for and the specifics of the intended subcontracting vehicle. Parts A, B, and C of the RFP describe how the University intends to make a selection of the Subcontractor, and what information the University is seeking from Offerors:

Part A provides general instructions, conditions, and notices to offerors. These are standard for University RFPs.

Part B provides representations, certifications, and other statements of the offeror. It specifically lists a number of standard forms which are required in responding to University RFPs.

Part C provides proposal preparation instructions and evaluation criteria. This Part describes in detail (a) the responses Offerors must submit if they wish to respond to this RFP; and (b) the evaluation process that will be used. In addition, this part contains specific information that will enable the University to make its selection pursuant to the RFP.

Offerors shall direct all oral and written communication regarding this solicitation to the Contract Administrator shown herein. This includes any need for clarification(s). Direct communication with any other LANL or Non-LANL University of California personnel regarding this solicitation is prohibited. Such contact may result in an Offeror's proposal being eliminated from consideration for award.

Note: This solicitation does not commit the University to pay costs incurred in the preparation and submission of a proposal in response to this RFP. By submitting an offer to this solicitation, the Offeror agrees that the protest procedures adopted by the University are the Offeror's sole remedy in the event of the Offeror's dissatisfaction with the solicitation.

This solicitation is being conducted under the Best Value Selection procedures described in Part C herein. The University anticipates that a Master Task Ordering Agreement in which a Fixed Price or a Time and Materials Task Orders will result from this RFP. The University reserves the right to (1) accept or reject all or any part of the proposal, (2) make multiple awards, or (3) award without discussions. Offerors shall indicate any additional discount that would apply if a single award is made for all items.

For planning purposes, all recipients of this RFP are requested to advise in writing, by close of business September 23, 2005, their intent to submit an offer.

Sincerely,

Dee-Dee Schray
Sr. Contract Administrator

Enclosures: Part A – General Instructions, Conditions, and Notices to Offeror
 Part B – Representations, Certifications, and Other Statements of the Offeror
 Part C – Proposal Preparation Instructions and Evaluation Criteria
 Part D – Sample Subcontract

PART A

GENERAL INSTRUCTIONS, CONDITIONS,
AND
NOTICES TO OFFEROR

1. General Information

The University of California is under contract (Prime Contract) to the U.S. Government, represented by the National Nuclear Security Administration (NNSA) of the Department of Energy.

Any subcontract entered into as a result of this Request for Proposal (RFP) will be made between The Regents of the University of California, a constitutional corporation and instrumentality of the State of California (University), and the successful Offeror (Subcontractor).

References contained throughout the RFP to "Los Alamos," the "Laboratory," the "University," the "Government," "Los Alamos National Laboratory," or "LANL," shall mean the "University of California." References made to "Seller," "Offeror," "Contractor," or "Proposer," will mean "Subcontractor."

2. Pre-proposal Questions and Answers

Written questions regarding the RFP document or the requirements to be satisfied under the proposed subcontract will be responded to, provided the University's Contract Administrator receives the questions via email by September 23, 2005. LANL's official, formal written response to all questions received will be submitted to all potential Offerors via an Amendment to the Solicitation, expected three business days after receipt of questions.

3. Subcontract Type

A Master Task Ordering Agreement is anticipated to result from this solicitation. Task Orders will be issued for specific work under this subcontract. It is anticipated that these Task Order will be either a Fixed Price or a Time & Materials type agreement, dependent upon the specifics of the given work assignment under each Task Order.

4. Subcontract Term

The University anticipates awarding a subcontract for an initial one-year term. The subcontract may include options to extend the term for four (4) additional periods, each one year in length.

5. Basis for Award

Award will be based solely on the evaluation of each Offeror's proposal. In accordance with the evaluation criteria specified in this solicitation Offeror's should be sure to address any previous experience you have had subcontracting with the University or the Department of Energy. All

proposals must be tailored to address the evaluation criteria in the solicitation and must demonstrate your firm's capabilities of performing the requirements of the statement of work or specification. Each proposal must be specific, detailed, and complete and must clearly affirm and establish your thorough understanding of the requirements.

To facilitate the University's evaluation of each proposal, be sure to discuss in detail how your firm intends to perform the work described in the statement of work or specification. Do not use generic statements (such as "the offeror understands and will comply with all requirements," or phrases such as "standard operating procedures will be used" or "well-known techniques will be employed") or paraphrase the statement of work or parts of it. These statements will be considered insufficient and may result in rejection of your proposal.

The approach for selection of a subcontractor will involve a competitive, negotiated procurement using a best-value source selection process. With this method, award may be made to other than the lowest price proposal or highest technically rated proposal using a technical merit versus price trade-off. Award will be made to the Offeror whose proposal contains the combination of factors offering the best overall evaluated value to the University.

The University reserves the right to (1) accept or reject all or any part of the proposal, (2) make multiple awards, or (3) make award without discussions. Offerors shall indicate any additional discount that would apply if a single award is made for all services.

6. Unnecessarily Elaborate Brochures or Proposals

Unnecessarily elaborate brochures or other presentation materials beyond those sufficient to present a complete and effective response to this solicitation are not desired and may be construed as an indication of your lack of cost consciousness. Elaborate art work, expensive paper and bindings, and expensive visual and other presentation aids are not necessary or desired.

7. Discussions

Offerors are cautioned that selection of the successful offer and award may be made without discussions with offerors. Your initial proposal should include your most favorable terms from a technical and pricing standpoint.

8. Time, Date, and Place Proposal is Due

- A. If the proposal is shipped by express courier (Federal Express, Emery, etc.) it must be addressed to and received at the following address:

Los Alamos National Laboratory
Attention: Dee-Dee Schray, SUP-10, Team 2, Drop Point 02U
Reference: 12138-SOL-05
Receiving Department, Bldg. SM-30
Bikini Atoll Road
Los Alamos, New Mexico 87545

Not later than 4:00 p.m. MST on **October 11, 2005.**

- B. If the proposal is shipped through the U.S. Postal Service, it must be addressed to and received at the following address:

Los Alamos National Laboratory
Attention: Dee-Dee Schray, SUP-10/Team 2, Mail Stop P215
Reference: 12138-SOL-05
P.O. Box 1663
Los Alamos, New Mexico 87545

Not later than 4:00 p.m. MST on **October 11, 2005**.

- C. Hand-carried proposals may be delivered to Dee-Dee Schray at the Procurement Building # 0787, 125 Central Park Square, Los Alamos, NM, 87545, no later than 4:00 p.m. MST on **October 11, 2005**. Prior arrangements must be made with the Contract Administrator for all hand-carried proposals.

9. Late Proposals, Modifications of Proposals, and Withdrawal of Proposals

- A. Any proposal received at the office designated in Paragraph 8 after the exact time specified for receipt, will not be considered unless it is received before award is made, and
- 1) it was sent by registered or certified mail no later than the fifth calendar day prior to the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th or earlier);
 - 2) it was sent by mail (telegraphic or faxed proposals are not authorized), and it is determined by the University that the late receipt was due solely to mishandling by the University after receipt;
 - 3) it was sent by Express Mail not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals; or
 - 4) it is the only proposal received.
- B. Any modification of a proposal, except a modification resulting from the University's request for Best and Final Offer (BAFO), is subject to the same conditions as in 9.A.1., 9.A.2. and 9.A.3. above.
- C. A modification resulting from the University's request for BAFO received after the time and date specified in the request will not be considered unless received before award and because the late receipt is due solely to mishandling by the University after receipt at the University.
- D. A late modification of the successful proposal that makes its terms more favorable to the University will be considered at any time it is received and may be accepted.
- E. Proposals may be withdrawn from consideration by written notice from the Offeror if received at any time prior to award. Proposals withdrawn from consideration will not be returned to the Offeror, but shall be destroyed by the University.

10. Proposal Acceptance Period

Offerors are required to hold offers firm for not less than one hundred eighty (180) calendar days for acceptance of proposals by the Laboratory. This Acceptance Period should be clearly stated within the proposal of each Offeror.

11. Treatment of Proposal Data

A. Business and Financial Data

- 1) The University will use business and financial data included in proposals for evaluation purposes only. This policy does not require that the Offeror's proposal data bear the notice as specified in Part C, Section I, C, 1.
- 2) Where it is the practice of an Offeror to treat certain business and financial data as a trade secret and where such data is protectable as a trade secret under law, the Offeror may apply the "Notice" referenced in Paragraph B below and set forth in Part C, Section I, C, of this RFP to those portions to be maintained as a trade secret.
- 3) Business and financial data submitted to the University in a proposal will be protected to the extent permitted under the law, either as a properly noticed trade secret or as business or financial information received from a person as confidential or privileged.
- 4) For the purpose of this RFP the Offeror agrees that those University or NNSA/Department of Energy officials who are required to review and approve a final award of this subcontract are authorized to receive such information.

B. Technical Data

- 1) The University will use the technical data contained in any proposal submitted in response to this RFP for evaluation purposes only. Where any such technical data constitute trade secrets under the law and where the Offeror desires to maintain trade secret rights in such technical data, the "Notice" referred to in Part C, Proposal Preparation Instructions and Evaluation Criteria, must be affixed to the cover sheet of the proposal specifying the pages of the proposal that contain trade secrets to be restricted in accordance with the conditions of the "Notice."
- 2) Thereafter, it is the University's policy to protect such noticed technical data as a trade secret. The University assumes no liability for use or disclosure of any proposal technical data to which the "Notice" has not been applied.

12. Disposition of Proposals

Proposals or portions thereof will not be returned. All proposals not otherwise retained by the University for official purposes shall be destroyed, including proposals withdrawn from consideration (see Paragraph 7 entitled "Late Proposals, Modifications of Proposals, and Withdrawal of Proposals.")

13. Amendment of the Solicitations

The only method by which any term of the RFP may be modified is by an express, formal amendment to the solicitation. No other communication or subsequent discussion, whether oral or written, will modify or supersede the terms of this RFP. Receipt by an Offeror of an amendment to the solicitation must be acknowledged using the form entitled "Offer" set forth under Part C, Attachment No. 3 of this solicitation.

14. Contract Administrator Authority

The Contract Administrator is the only official who can legally commit the Laboratory to the expenditure of funds concerning this proposed procurement. For this RFP, the Contract Administrator is Dee-Dee Schray.

Offerors shall direct all oral and written communications regarding this solicitation to the contract administrator shown above. This includes any perceived need for clarifications regarding the technical requirements of the solicitation. Direct communications with the University technical representative or Government sponsor of the requirement, about this solicitation or its requirements, other than through the University contract administrator, may result in the elimination of your proposal from consideration.

15. NAICS code and Small Business Size Standard

The North American Industry Classification System, formerly standard industrial classification (sic) for this RFP and small business size standards for each are as follows:

562 – Waste Management & Remediation Services

\$6.0 million in annual receipts*

* Annual receipts or a concern means the annual average gross revenue for the last three fiscal years, as measured by total revenues, but excluding funds received in trust for an unaffiliated third party, such as bookings or sales subject to commissions. The commissions received are included as revenue.

16. Contract Audit Agencies

To facilitate cost/price analysis, audit or other surveys that may be required and upon request by the Contract Administrator, the Offeror agrees to make a copy of the proposal or bid furnished to the University available to Subcontract Audit Agencies of the University or, at the option of the University, to the Defense Contract Audit Agency Services Region (DCASR), Defense Contract Audit Agency (DCAA), or other Government audit agencies.

17. New Mexico Gross Receipts Tax (NMGRT)

NMGRT may be applicable to the resulting subcontract(s).

PART B
**REPRESENTATION, CERTIFICATIONS,
AND
OTHER STATEMENTS OF THE OFFEROR**

Offerors must check or complete the following applicable forms and statements, and submit them with their proposal. The requirements of this section should be submitted with your cost proposal. These forms are available on-line at the following URL address: http://int.lanl.gov/orgs/sup/procurement/php/form_library.php

Form No.

Description of Document

GENERAL FORMS:

To be submitted by all Offerors

- | | | | |
|----|-------------------|---|---|
| 1. | Form 2002 (6/02) | - | Representations and Certifications |
| 2. | Form 0156 (4/03) | - | Proposal Cover Sheet |
| 3. | Form 0065 (01/04) | - | Pre-award Survey of Prospective Contractor Safety |

To be submitted by Offerors who are not small businesses

- | | | | |
|----|----------------------|---|---|
| 4. | Form 826 (5/98) | - | Small Business and Small Disadvantaged
Business Subcontracting Certification |
| 5. | Form 993 (Rev. 1/02) | - | Small Business, Women-Owned Business, and Small
Disadvantaged Business Subcontracting Plan |

Note: Each Offeror is encouraged to consult the Small Business Administration's Procurement Marketing and Access Network (PRO-Net) Web site at <https://pro-net.sba.gov/> to identify regional small businesses for lower-tier subcontracting and other teaming and joint venture agreement opportunities.

PART C
**PROPOSAL PREPARATION INSTRUCTIONS
AND
EVALUATION CRITERIA**

I. PROPOSAL FORMAT INFORMATION

- A. Proposals shall be neat, clearly and concisely written, and conform to the instructions set forth herein. All pages shall be appropriately numbered. Telegraphic or facsimile proposals will not be accepted. Unnecessarily elaborate proposal brochures or other presentations materially beyond those sufficient to present a complete and effective response to this Request for Proposal (RFP) are not desired and may be construed as an indication of the Offeror's lack of cost consciousness.
- B. Offerors must submit an original and six (6) written hard copies of their proposal. Offeror's proposal must adhere to the instructions listed in Section II below, entitled "Proposal Preparation Information." Along with the written proposal, Offerors must also submit one electronic copy (Microsoft Word version 6.0 or higher) of their entire proposal no later than the due date for submission of the written proposals. The Cost Proposal may be submitted in Microsoft Excel. Submission of your proposal by electronic media (diskette or CD-ROM) shall be considered by the University to be Certification that the media is virus free. Should any inconsistencies exist between the Offeror's hard copy proposal and the documents submitted on electronic media, the hard copy form of the Offeror's proposal shall take precedence.
- C. Offerors who include in their proposal data that they do not want disclosed to the public or used for any purpose other than proposal evaluation, shall:
 - 1. Mark the title page with the following legend:

"This proposal includes data that shall not be disclosed outside the University or Government and shall not be duplicated, used or disclosed - in whole or part - for any purpose other than to evaluate this proposal. If, however, a subcontract is awarded to this Proposer as a result of - or in connection with - the submission of this data, the University and the Government shall have the right to duplicate, use or disclose the data to the extent provided in the resulting subcontract. This restriction does not limit the University's or Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets (insert numbers or other identification of sheets);" and
 - 2. Mark each sheet of data it wishes to restrict with the following legend:

"Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal."

II. PROPOSAL PREPARATION INFORMATION

- A. To be considered for award under this RFP, you must submit a proposal that includes a title page, including the RFP title and number, name of your organization, and primary point of contact (with postal/delivery address, telephone and fax numbers, and email address). The award will be made to the Offeror that meets all Statement of Work requirements and provides the overall best value to the University.

The proposal shall be submitted in two parts: (1) Technical proposal and (2) Cost proposal. Offerors must ensure that there is no cost information included in the technical proposal.

- B. The technical proposal shall address the requirements of the statement of work (see Part D, Appendix A) and the evaluation criteria contained herein. The technical proposal shall be organized and prepared following the same order of information as it appears in the statement of work. In addition, the technical proposal is required to include the following:

1. Experience and Past Performance Information (Attachment No. 1)

This form is to be used for identifying references that the University may contact regarding Offeror's performance. Prepare and submit the names of not less than three (3) current clients and three (3) previous clients, all within the last five (5) years of similar size or industry, who can verify that you have performed the type of work that is contemplated hereunder, and who will provide information about the quality of your past performance. Complete the applicable areas of Attachment No. 1.

Ensure that your client information is current, correct, and that each client will cooperate with this process. Do not provide the name of a reference unless you have verified that all contact information is correct.

In the technical proposal describe your agency's experience with high tech, R&D organizations similar to Los Alamos that demonstrates the offerors ability to efficiently perform the requirements of the Statement of Work. Be sure to include experience with positions that require government clearances.

2. Key Management/Personnel (Attachment No. 2)

Prepare and submit the names of key management/personnel you propose for assignment to support the statement of work requirements set forth in Part D, Appendix A. Offerors must complete only the areas in Attachment No. 2 that applies.

If one or more proposed key personnel are not currently employed with the offeror, a letter of commitment to work under a resultant contract is needed. In addition, provide authorization to use their resume(s) in the proposal. Describe the key personnel utilization rates and how they will be adequate to fulfill the requirements of the contract. Indicate any involvement of proposed key personnel with any of the contracts referenced for past performance.

- C. Offeror's cost proposal standard format shall be consistent with the format found in the Price Schedule (Attachments No. 4) contained herein. The cost proposal should separate cost for lower-tier subcontract(s), and include support documentation for all

of the proposed lower-tier subcontract(s) cost. In addition, the following areas must be submitted and/or addressed:

1. Offer Form. See Attachment No. 3 contained herein. This form must be completed and submitted as described.
2. Information Demonstrating Your Financial Capability. You are required to submit information demonstrating your financial ability to perform the proposed subcontract and meet the anticipated payroll for the required services. In response to this requirement, the following information must be provided (if applicable):
 - a. Audited (if applicable) financial statements (income statements, cash flow statements, and balance sheets) with explanatory notes for the last three (3) completed fiscal years or the period of business of the Offeror (if less than (3) three years).
 - b. For publicly traded companies, one copy of each 10-K Form filed with the Security Exchange Commission for the past three fiscal years, plus one copy of each 10-Q Form filed during the last three (3) years and your most current Dun and Bradstreet Report.
3. Required Forms. You must submit all required Forms identified in Part B, entitled "Representations and Certifications, and Other Statements of the Offeror." All forms must be fully executed and submitted as part of your cost proposal.

III. DESCRIPTION OF THE EVALUATION PROCESS

The University will award a subcontract to the Offeror that provides the best overall value to the University based on the evaluation of technical criteria and cost. The Source Selection Evaluation Team (SSET) will conduct an in-depth review and evaluation of each Offeror's proposal against the solicitation requirements/evaluation criteria as stated herein. Proposals will be evaluated in two (2) areas, technical and cost. A rating will be assigned to each technical factor to show how well each Offeror's proposal meets the subfactor requirements. The following technical factors are in descending order of importance. The technical factors are: (1) subcontractor capabilities, (2) quality of proposed staffing, (3) proven safety record and (4) past performance. Cost will be evaluated as described below in section B. The technical factors are considered to be significantly more important than cost. The University reserves the right to use non-University of California personnel as technical advisors in the evaluation.

The University is more concerned with obtaining superior technical or management features than with making an award at the lowest overall cost to the University. However, the University will not make an award at a significantly higher overall cost to the University to achieve slightly superior technical or management features.

A. Technical Qualification Criteria

The factors for the technical criteria in descending order of importance are: (1) subcontractor capabilities, (2) quality of proposed staffing, (3) proven safety record and (4) past performance.

(1) Subcontractor Capabilities.

Offerors must demonstrate their relevant capabilities to meet the minimum requirements listed in the Statement of Work. Offerors will be evaluated upon the following sub factors:

a. Chemical Engineering Services. The Offeror will be evaluated on their ability to demonstrate their ability to deliver the services listed in the Statement of work. In addition, the Offeror will be evaluated on their ability to demonstrate that they can provide the technical requirements listed in the Statement of Work. The Offeror's will be evaluated on these sub-factors to the extent they meet the needs of the Laboratory as defined in the Statement of Work dated August 31, 2005.

b. Nuclear Engineering Services. The Offeror will be evaluated on their ability to demonstrate their ability to deliver the services listed in the Statement of work. In addition, the Offeror will be evaluated on their ability to demonstrate that they can provide the technical requirements listed in the Statement of Work. The Offeror's will be evaluated on these sub-factors to the extent they meet the needs of the Laboratory as defined in the Statement of Work dated August 31, 2005.

c. Health Physics Services. The Offeror will be evaluated on their ability to demonstrate their ability to deliver the services listed in the Statement of work. In addition, the Offeror will be evaluated on their ability to demonstrate that they can provide the technical requirements listed in the Statement of Work. The Offeror's will be evaluated on these sub-factors to the extent they meet the needs of the Laboratory as defined in the Statement of Work dated August 31, 2005.

d. Nuclear Operations Services. The Offeror will be evaluated on their ability to demonstrate their ability to deliver the services listed in the Statement of work. In addition, the Offeror will be evaluated on their ability to demonstrate that they can provide the technical requirements listed in the Statement of Work. The Offeror's will be evaluated on these sub-factors to the extent they meet the needs of the Laboratory as defined in the Statement of Work dated August 31, 2005.

e. Operational Research Services. The Offeror will be evaluated on their ability to demonstrate their ability to deliver the services listed in the Statement of work. In addition, the Offeror will be evaluated on their ability to demonstrate that they can provide the technical requirements listed in the Statement of Work. The Offeror's will be evaluated on these sub-factors to the extent they meet the needs of the Laboratory as defined in the Statement of Work dated August 31, 2005.

f. Transuranic Sealed Source Waste Streams and their Disposition. The Offeror will be evaluated on their ability to demonstrate their ability to deliver the services listed in the Statement of work. In addition, the Offeror will be evaluated on their ability to demonstrate that they can provide the technical requirements listed in the Statement of Work. The Offeror's will be evaluated on these sub-factors to the extent they meet the needs of the Laboratory as defined in the Statement of Work dated August 31, 2005.

(2) Quality of Proposed Staff.

Offerors will be evaluated to the extent their proposed staff demonstrates the ability to meet the minimum requirements identified in the Statement of Work dated August 31, 2005. Each Offeror's proposal will be evaluated to the extent the proposed Key Personnel meets the needs of the Laboratory as identified in the Statement of Work dated August 31, 2005. Full resumes of all proposed personnel must be provided by each Offeror.

(3) Proven Safety Record.

Offerors must demonstrate a proven safety record with respect to services proposed in response to the requirements defined in the Statement of Work dated August 31, 2005. Provide details with respect to past performance that support the proven safety record. Include details such as duration of the project, volume in terms of dollars and/or FTE employees, location of project, other relevant factors that sustain the safety record.

(4) Past Performance.

Offerors must demonstrate a quality service record. Offerors will be assessed upon the quality of their record to the extent it meets the needs of the Laboratory as described below.

Offers must provide references to substantiate their service record and experience listed/summarized in their proposals. References included in each proposal maybe contacted to ascertain:

- i) To what extent the Offeror demonstrates efficient and effective business practices and operations as well as their technical ability.
- ii) If past performance conformed to the terms and conditions of the contract and displayed reasonable and cooperative judgment in fulfilling contractual obligations.
- iii) If the Offeror demonstrated commitment to customer satisfaction.
- iv) To what extent the Offeror's past experience was relevant to statement of work in this solicitation.

The University may also contact other sources of public information, including but not limited to: Federal, state, and local government agencies, better business bureaus, published media, and electronic databases. When evaluating an Offeror's past performance the University will also consider the past performance of key personnel, major subcontractors, and other business team members

B. Cost:

The proposed cost will be evaluated for reasonableness and realism in relation to the proposed statement of work. If found to be reasonable and realistic, the proposed cost will be used as part of the process to determine the best overall value to the University. A level of confidence will be assigned reflecting the SSET's opinion of the ability of the Offeror to deliver the statement of work requirements within the proposed cost. The proposed cost and the level of confidence will be used in performing a tradeoff analysis to identify the offer that is the best overall value to the University.

Attachment No. 1 Experience and Past Performance

EXPERIENCE AND PAST PERFORMANCE (as it relates to the proposed subcontract and Statement of Work requirements.) Offerors must submit as few as three (3) current clients and three (3) previous clients within the last five (5) years of similar size or industry. Each reference shall not exceed one page.		
Customer (Company) Name & Address:		Subcontract performance measurement/achievements:
Contact Name & Phone Number:		
Address of Offeror's Operations Office Managing the Contract		
Contract Number or Identifier	Contract Type	Other Comments:
Contract Dollar Value	Period of Performance	
Type of Contract (sole source or competitive with other vendors)		
Brief description of contract requirements (as it relates to the proposed Statement of Work):		Summary of labor categories (key or non-key) and number of personnel in each:

Attachment No. 2

Key Management and Personnel

KEY MANAGEMENT/PERSONNEL (Brief resume of proposed key personnel anticipated for the proposed Subcontract.) Offerors must submit the names of two (2) individuals on each form and use as many forms as are necessary to list all proposed key personnel. No one individual's resume shall extend beyond a single page. Attach resumes for all proposed personnel.	
Name & Title	Name & Title
Proposed Position (as it relates to the proposed contract):	Proposed Position (as it relates to the proposed contract):
Work experience, skills, knowledge, and abilities (as it relates to the Statement of Work requirements):	Work experience, skills, knowledge, and abilities (as it relates to the Statement of Work requirements):
Decision making authority, autonomy and responsibility (as it relates to the Statement of Work requirements):	Decision making authority, autonomy and responsibility (as it relates to the Statement of Work requirements):
Education: Degree(s)/Year/Specialization	Education: Degree(s)/Year/Specialization

ATTACHMENT No. 3

OFFER

(Must Be Fully Completed by Offeror)

The undersigned agrees that the offers specified elsewhere in this solicitation to furnish the services specified in PART D of this solicitation at the prices set forth in the pricing proposal, shall be held firm for not less than 180 calendar days for University acceptance.

ACKNOWLEDGEMENT OF AMENDMENTS

The Offeror acknowledges receipt of amendment(s) to the solicitation for offers and related documents numbered and dated:

Amendment Number(s)

Date

_____	_____
_____	_____
_____	_____
_____	_____

Offeror's Name and Address
(Type or Print)

Name and Title of Person Authorized
To Sign Offer (Type or Print)

Signature

Offer Date

**Attachment 4
Price Schedule
Base Year
(December 1, 2005 – November 30, 2006)**

Labor Category	Rate	X	Estimated Hours	Extended Base Year Totals
TBD	\$			\$
	\$			\$
	\$			\$
	\$			\$
	\$			\$
	\$			\$
	\$			\$
	\$			\$
	\$			\$
Other Direct Costs				
	\$			\$
TBD	\$			\$
	\$			\$
	\$			\$
New Mexico Gross Receipts Tax (if applicable)				
TBD (if applicable)	\$			\$
	\$			\$
	\$			\$
BASE YEAR TOTAL				\$

Attach and detail all lower-tier subcontract pricing information that is included in the fixed unit prices proposed above. Identify which items include these lower-tier subcontract costs.

The table above represents an example of a Base Year Price Schedule; each Offeror should provide proposed costs in accordance with their methodology. If additional fee categories are needed, each Offeror should modify the table above to properly document their proposed costing and related cost details.

A Price Schedule for each subcontract year should be provided as well as a summary Price Schedule. For example, Offeror's should provide a Base Year Price Schedule, an Option Year 1 Price Schedule, an Option Year 2 Price Schedule, an Option Year 3 Price Schedule, an Option Year 4 Price Schedule, and a Summary Price Schedule that rolls up and summarizes each subcontract year proposed.

SAMPLE
Subcontract

Between

The Regents of the University of California
(Los Alamos National Laboratory)

and

TBD

University Address: University of California
Los Alamos National Laboratory
P.O. Box 1663
Los Alamos, NM 87545

Subcontractor Address: **TBD**

Subcontract Number: **TBD**

Effective Date: The Date of Signature of the Last Party to Sign

Type of Subcontract: Master Task Ordering Agreement

Subcontract Price: **TBD**

Payment Terms: Net 30

Subcontract For: **Engineering, Analysis, and Health Physics
Support Services**

For The Subcontractor:	For the Regents of The University of California:
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

University of California
2005
Los Alamos National Laboratory
RFP No. 12138-SOL-05
2

September 13,

Part D
Page #

Date: _____

Date: _____

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SAMPLE SCHEDULE

SECTION A – INTRODUCTION

This subcontract, effective on the date of signature of the last party to sign, is hereby made and entered into by and between the Regents of the University of California, a constitutional corporation and instrumentality of the State of California, hereinafter called the "University" and **TBD**, hereinafter called the "Subcontractor", whose principal offices are located at **TBD**.

The University has entered into Contract No. W-7405-ENG-36 as modified (hereinafter called the Prime Contract) with the U.S. Government (hereinafter called the "Government") represented by the National Nuclear Security Administration (hereinafter called "NNSA") of the U.S. Department of Energy (hereinafter called "DOE") for the management and operation of the Los Alamos National Laboratory. This subcontract is entered into in furtherance of the performance of the work provided for in the Prime Contract.

In accepting this subcontract, the Subcontractor agrees to perform the subcontract work in accordance with the following terms and conditions. No other terms or conditions shall be binding upon the parties, unless accepted by them in writing.

Some of the requirements herein for University approval are imposed by the Prime Contract, statute, or governmental regulation. The Subcontractor recognizes that failure to obtain approvals may jeopardize its reimbursement for costs accrued hereunder. All requests for University approval hereunder shall be directed to the person designated in Section E of this subcontract as the University Contract Administrator.

SECTION B – SUPPLIES AND SERVICES TO BE DELIVERED

The Subcontractor shall furnish qualified personnel, equipment, and facilities to perform the work described below in accordance with Appendix A, the Statement of Work dated **August 31, 2005**, and as specifically called for in task orders issued by the University pursuant to this subcontract.

SECTION C – PERIOD OF PERFORMANCE

1. The overall term of this subcontract during which the University may issue and the Subcontractor will perform work specified on task orders issued hereunder is twelve (12) months beginning on the effective date specified in SECTION A. The period of performance of tasks ordered and delivery dates for any deliverable items shall be specified in each task order.
2. Reports called for under the task orders issued hereunder shall be delivered only to addressees identified in each task order in the quantities specified. Delivery to any individual or agency other than those addressees is not permitted unless specifically authorized in writing by the Contract Administrator. Two copies of final report(s) and a copy of each letter of transmittal for all reports delivered to the addressees

identified in task orders shall be delivered to the Contract Administrator.

SECTION D – INSPECTION AND ACCEPTANCE

Inspection and acceptance of all items delivered under this subcontract shall be at Los Alamos National Laboratory, Los Alamos, New Mexico, 87545. Acceptances shall be made in writing by the Contract Administrator.

SECTION E – CONTRACT ADMINISTRATION

1. Order of Precedence and Subcontract Documents
 - a. Any inconsistency in this solicitation or subcontract shall be resolved by giving precedence in the following order:
 1. Executed cover page
 2. Subcontract Schedule Sections A through E
 3. General Provisions
 4. Special Provisions, Subcontract Schedule Section F
 5. Statement of Work
 6. Representations and Certifications
 7. Any other documents listed in the Table of Contents
 - b. The Subcontract documents listed in the Table of Contents form the entire agreement between the University and the Subcontractor.
2. The University Contract Administrator is:

Insert name
University of California
Los Alamos National Laboratory
P.O. Box 1663, Mail Stop **Completed by CA**
Los Alamos, NM 87545
Phone: (505) 66 **Completed by CA**
Fax: (505) 66 **Completed by CA**
Email: **Completed by CA**
3. The University Technical Representative for each task order shall be identified in the task order.
4. If Government Furnished Property or Subcontractor Acquired Property is authorized for performance of a task order, the University Property Administrator shall be identified in the task order.

5. The Patent Counsel is:

National Nuclear Security Administration
U.S. Department of Energy
Albuquerque Service Center
Office of Patent Counsel
P.O. Box 5440
Albuquerque, NM 87115

6. Address Invoices to:

University of California
Los Alamos National Laboratory
Accounting Department, Mail Stop P240
P.O. Box 1663
Los Alamos, NM 87545

7. Payments shall be mailed to:

TBD

SECTION F – SPECIAL PROVISIONS

1. Pricing, Reimbursement Rates, and Payment for a Time and Materials Task Order

a. Pricing

- (1) The Ceiling Price of this subcontract is **TBD [in words]**. The cumulative sum payable to the Subcontractor by the University for all expenditures under all task orders issued pursuant to this subcontract shall not exceed this amount.
- (2) Task orders issued pursuant to this subcontract will be priced on a time-and-materials basis.
- (3) The University has no legal liability for payments to the Subcontractor pursuant to this subcontract until work is authorized in writing by issuance of a task order by the Contract Administrator.

b. Reimbursement Rates

- (1) Labor effort under Task Orders shall be priced using the Fixed Hourly Rates listed in Appendix B. The Subcontractor shall be reimbursed for direct labor expended in performance of task orders at the fixed hourly rates used to price each respective task order.

- (2) If during performance of the subcontract, the Subcontractor determines that a category of labor not already listed in Appendix B is necessary to achievement of the subcontract objectives, the Subcontractor shall notify the Contract Administrator. Upon submission of necessary documentation by the Subcontractor, the parties may negotiate the Fixed Hourly Rate for the additional category for inclusion in Appendix B by a modification to this subcontract.
- (3) If Other Direct Charges (materials) are involved in performance of work called for by task orders and if the Fixed Hourly Rates listed in Appendix B do not include an allocation for such costs, funds may be allotted in task orders for reimbursement of such charges. The Subcontractor shall only be reimbursed for other direct charges when funds are allotted for such charges in task orders.
- (4) Labor costs in excess of the Not-to-Exceed amount stated for Direct labor in a task order shall not be reimbursed by the University.
- (5) Any Other Direct Charges in excess of the Not-to-Exceed amount stated for Materials shall not be reimbursed by the University.
- (6) The Cost Principles and Procedures of Subpart 31.2 of the Federal Acquisition Regulation in effect on the date of this subcontract shall be the basis for establishing allowability and allocability for costs. Profit shall not be paid on reimbursements for other direct charges.
- (7) The total cost to the University for the performance of work called for under task orders issued under this subcontract shall not exceed the ceiling price set forth in each task order. If at any time prior to the completion date of a task order, the Subcontractor has reason to believe that the total cost to complete the work will be greater than or substantially less than the stated ceiling price, he shall promptly notify the Contract Administrator in writing providing the revised estimate of the total cost to complete the work, including supporting reasons and documentation.
- (8) The University is not obligated to pay the Subcontractor any amount in excess of the ceiling price set forth in each task order. The Subcontractor is not obligated to continue performance or otherwise incur costs in excess of the ceiling price or Not-to-Exceed amounts for direct labor or materials of a task order unless and until the Contract Administrator has notified the Subcontractor in writing that the ceiling price and the appropriate Not-to-Exceed amount has been increased and specifies the revised ceiling price and Not-to-Exceed amount(s). If and when the ceiling price and the appropriate Not-to-Exceed

amount is increased by the Contract Administrator, any costs incurred by the Subcontractor in performing the work called for in a task order prior to the increase being made shall be payable to the Subcontractor to the same extent as if they were incurred after the ceiling was increased. In the event that the Subcontractor incurs costs in excess of the ceiling price or a Not-to-Exceed amount and the ceiling price and Not-to-Exceed amount are not subsequently increased, the University shall not be obligated to pay the Subcontractor any amount in excess of the ceiling price or the individual Not-to-Exceed amounts.

- (9) Task orders shall be substantially in the format of Appendix C.

c. Payment

- (1) The Subcontractor may submit monthly billings for the direct labor performed and/or other direct charges incurred. A breakdown of the labor categories and hours charged to each and full details of any other direct charges must be included on each invoice.
- (2) In accordance with the clause of the General Provisions entitled "Payments Under Time-and-Materials and Labor-Hour Subcontracts", the University will withhold from payment 5% of the amount of the direct labor charges on each invoice up to a maximum amount of \$50,000 for each task order.
- (3) Except as stated in (4) below, upon completion of the requirements, including all deliverables, of each task order and submission of all documentation, certifications, and approvals required of the Subcontractor by the provisions of this subcontract, and acceptance of the work by the University, the University will pay the amount withheld on a task order.
- (4) The amount withheld by the University on the last active task order under this subcontract will not be paid by the University until the following actions have been occurred:
 - (a) All requirements of all task orders are completed.
 - (b) Work performed by the Subcontractor on all task orders has been accepted by the University.
 - (c) Completion of the disposition of any Government Furnished Property or Subcontractor Acquired Property authorized pursuant to this subcontract or a task order issued hereunder in accordance with directions issued by the Contract Administrator.

- (d) Submission by the Subcontractor or all documentation, certifications, releases, and assignments required by the provisions of this subcontract.
- (5) Each invoice or voucher submitted for payment shall bear the following certification signed by an official of the Subcontractor having authority to make such certification:

“The undersigned certifies that the information set forth herein is true and correct and may be used as a basis for payment by the University for effort performed.”

2. Subcontract Price and Payment for a Fixed Price Task Order

- a. The Firm Fixed-Price of this Task Order is **TBD**.
- b. The University shall pay the Subcontractor, upon submission of proper invoices or vouchers, the prices stipulated in this subcontract for work delivered or rendered, less any deductions provided in this subcontract. Unless otherwise specified, payment shall be made upon acceptance of any portion of the work delivered or rendered for which a price is separately stated in the Task Order.
- c. The University may withhold from payment 5% of the total value of the subcontract until delivery and acceptance of the final report and completion and/or submission, as appropriate, of all documentation, certifications, and approvals required by the provisions of this subcontract.
- d. Task orders shall be substantially in the format of Appendix D.

3. Modifications

The Contract Administrator is the only person authorized to approve changes in any of the requirements under this subcontract and notwithstanding any provision contained elsewhere in this subcontract, the said authority remains solely with the Contract Administrator. No statement of any person whomsoever shall in any manner or degree modify or otherwise affect the terms of this subcontract, except for written statements of the Contract Administrator. In the event the Subcontractor effects any such change at the direction of any person other than the Contract Administrator, the change will be considered to have been made without authority and no adjustment in the subcontract price or a task order price to cover any increase in costs incurred as a result thereof.

4. University Technical Representative

The individual identified as the University Technical Representative (UTR) is the person designated to monitor the work performed under this subcontract. The UTR does not possess authority to change any of the requirements, including time of delivery or place of delivery, under this subcontract. Any direction accepted by the Subcontractor from the UTR or any individual other than the Contract Administrator shall be at the sole risk of the Subcontractor.

5. Principal Investigator

The Subcontractor's Principal Investigator assigned to this subcontract is **TBD**. He/she shall not be replaced or reassigned except when such instances are beyond the control of the Subcontractor. The Subcontractor shall not replace the identified individual without the Contract Administrator's prior written consent.

6. Release of Information

Publication or other presentation of material, data, record charts, graphs, or other records developed or maintained under this subcontract is prohibited except as approved in writing in advance by the University Classification Office. Your request for review and approval should be addressed to the Contract Administrator.

7. Maintenance of Records

The Subcontractor will maintain a system of recording effort expended in direct performance of this subcontract. Such record system will be designed to facilitate audits and reporting and will contain as a minimum, (1) a current record of hours expended in performance of the subcontract by name and category of direct charging personnel; and (2) a full detail and documentation of other direct charges, if any, chargeable to this subcontract on an actual cost basis.

8. Travel Costs

Costs for transportation, lodging, meals, and incidental expenses incurred by Subcontractor personnel for travel relating to the performance of, and chargeable to this subcontract are subject to the provisions and limitations of FAR 31.205-46. Any reimbursement for mileage shall be at the rate at the time the costs are incurred at which employees of Los Alamos National Laboratory are reimbursed. On the effective date of this subcontract that rate is \$.375 per mile. Subcontractor employees who reside within a 50 mile radius of Los Alamos will not be entitled to reimbursement for travel to Los Alamos National Laboratory.

9. Travel Expense Reimbursement

Lodging and Meal and Incidental Expense (M&IE) (Per Diem) reimbursement for employees of subcontractors, at any tier, who have not established their principal residence (as defined by the Internal Revenue Service) in Los Alamos or the surrounding commuting area shall not exceed the Federal Travel Regulation (FTR) Maximum Per Diem Rates for Los Alamos County, New Mexico that are in effect at the time the travel expenditures are incurred by the employees, subject to the constraints listed below. Lodging and Meal and Incidental Expense (M&IE) (Per Diem) reimbursement for employees of subcontractors, at any tier performing work pursuant to a task order at a work location other than Los Alamos National Laboratory shall not exceed the FTR Maximum Per Diem Rates for the locality of the work location.

- a. If an employee has rented or leased an apartment or other similar long-term accommodations, lodging reimbursement shall not exceed actual lodging cost and shall in no case exceed the FTR Maximum lodging amount per day. If more than one employee are sharing the lodging, the reimbursement per employee shall not exceed their proportionate share of the lodging expenses up to the same share ratio of the maximum daily lodging rate.
- b. Employees renting or leasing an apartment shall be entitled to Meal and Incidental Expenses reimbursement not exceeding 55% of the FTR M&IE rate per day.
- c. Employees utilizing commercial lodging facilities (motel, hotel, bed and breakfast, etc.) shall be entitled to reimbursement of actual lodging expenses up to the FTR Maximum loading amount and M&IE rate per day in effect at the time such expenses are incurred.
- d. Per diem will not be payable to employees who obtain lodging from friends or relatives (including members of the immediate family) with or without charge unless the host actually incurs additional costs in accommodating the employee and the additional costs are substantiated by the employee and are determined to be reasonable by the Laboratory. Neither costs based on room rates for conventional lodging in the area nor flat "token" amounts will be considered as reasonable.
- e. Per diem shall not be payable for workdays in which less than half of the prescribed daily working hours have been worked.
- f. Legal Federal Government holidays and weekends or other scheduled nonworkdays are considered nonworkdays. Employees will be considered to be in a per diem status on nonworkdays except:
 - (1) when they return to their principal residence or;

- (2) when they are in a leave status at the end of the workday before the nonworkday and at the beginning of the workday following the nonworkday and the period of leave on either of those workdays is more than one-half of the prescribed working hours for that day.
- g. Per diem shall not be payable for more than two nonworkdays in cases where leave of absence is taken for all of the prescribed working hours between the nonworkdays.
- h. Employees who must travel to Los Alamos or other locations from their principal residence shall be entitled to reimbursement for the cost of the trip from their principal residence to the work location at the beginning of their assignment under a task order and for the cost of the trip from the work location to their principal residence at the completion of their assignment under a task order.
- i. Travel between two work locations required to perform a task order will be reimbursable in accordance with the same provision as described in paragraph h.
- j. Receipts supporting all reimbursements, other than M&IE, claimed shall be submitted to support invoices than include such reimbursements.

10. Priority Rating

This subcontract is assigned a priority rating of DO E-2 and is certified for national defense under the provisions of the Defense Priorities and Allocation System (DPAS) regulation (15 CFR 700). You are required to follow the provisions of the DPAS regulation in obtaining controlled materials and other products and materials needed to fill the requirements of this subcontract.

11. Qualification and Certification of Personnel and Staff

The Subcontractor's personnel and staff shall have the qualifications and certifications as defined by the University employee designated by the Contract Administrator to perform the processes associated with performance of the subcontract. Qualification and certification records shall be available for review by the University upon request.

12. Nonconformance Reporting (NCR)

The subcontractor shall notify the University employee designated by the Contract Administrator of each non-conformance against contractually agreed upon engineering, inspection or test requirements within three (3) working days

of occurrence. Notice shall consist of a written description of the nonconformance, and assessment of the cause, and the proposed corrective action.

12. Corrective Action Reports (CAR)

The Subcontractor shall provide written response indicating corrective action taken within five (5) working days of receipt of request for corrective action from the University. The University shall request corrective action if it is determined that the Subcontractor has not conformed with a subcontract requirement

SECTION G – GENERAL PROVISIONS

1. General Provisions consisting of the clauses in the Los Alamos National Laboratory document entitled General Provisions Time-and-Materials Services Subcontracts, Rev. 3, dated March 17, 2005 are incorporated herein by reference and made a part of this subcontract and apply to all Time and Material Task Orders issued under this Master. The document is available at http://www.lanl.gov/orgs/sup/procurement/php/general_provisions.php.
2. General Provisions consisting of the clauses in the Los Alamos National Laboratory document entitled General Provisions Fixed-Price Services Subcontracts, Rev. 3, dated March 17, 2005 are incorporated herein by reference and made a part of this subcontract and apply to all Fixed Price Task Orders issued under this Master. The document is available at http://www.lanl.gov/orgs/sup/procurement/php/general_provisions.php.
3. The clauses listed below are Additional General Provisions incorporated herein by reference and made a part of this subcontract.

DEAR 952.209-72, Organizational Conflicts of Interest (Jun 1997)

DEAR 970.5223-4, Workplace Substance Abuse Programs at DOE Sites (Dec 2000)

3. The following full text clauses are Additional General Provisions which apply to this subcontract:

LANL 204, Limitation of University's Obligation (Fixed-Price) (Oct 2003)

- (a) Of the total price of the items listed in the schedule, the sum listed in the schedule is presently available for payment and allotted to the subcontract. It is anticipated that from time to time additional funds will be allotted to the subcontract until the total price of these items is allotted.
- (b) The Subcontractor agrees to perform or have performed work on the items up to the point at which, in the event of termination of the subcontract

pursuant to the Termination for Convenience clause of the subcontract, the total amount payable by the University (including amounts payable in respect to lower-tier subcontracts and settlement costs) pursuant to paragraph (f) of the Termination for Convenience clause would, in the exercise of reasonable judgment by the Subcontractor, approximate the total amount of the time allotted to the subcontract. The Subcontractor will not be obligated to continue performance of the work beyond that point. The University will not be obligated in any event to pay or reimburse the Subcontractor in excess of the amount from time to time allotted to the subcontract, regardless of anything to the contrary in the Termination for Convenience clause of the subcontract.

- (c) It is contemplated that the funds presently allotted to the subcontract will cover the work to be performed, as limited by the provisions of b. above, until the date specified in of the subcontract schedule. If funds allotted are considered by the Subcontractor to be inadequate to cover the work to be performed until the above date, the Subcontractor will notify the University in writing when, within the next 30 days, the work will reach a point at which, in the event of termination of the subcontract pursuant to the Termination for Convenience clause of the subcontract, the total amount payable by the University (including amount payable in respect of lower-tier subcontracts and settlement costs), pursuant to paragraph e. of this clause, will approximate 85 percent of the total amount then allotted to the subcontract. The notice will state
 - (i) the estimated date when that point will be reached, and
 - (ii) the estimated amount of additional funds required to continue performance to the above date.

After such latter notification, the Subcontractor shall advise the University in writing as to the estimated amount of additional funds which will be required for the timely performance of the subcontract for a further period as may be specified in the subcontract or otherwise agreed to by the parties. If additional funds are not allotted by the date above written, the University will, upon written request of the Subcontractor, terminate the subcontract on that date or the date set forth in the request, whichever is later, pursuant to the provisions of the Termination for Convenience clause of the subcontract.

- (d) When additional funds are allotted from time to time for continued performance of the work under the subcontract, the parties will agree as to the applicable period of subcontract performance that will be covered by the funds. The provisions of b. and c. above will apply in like manner to the additional allotted funds, and the subcontract will be amended accordingly.

- (e) If the Subcontractor incurs additional costs or is delayed in the performance of the work under the subcontract solely by reason of failure of the University to allot additional funds in amounts sufficient for timely performance of the subcontract, and if additional funds are allotted, an equitable adjustment will be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the items or in the time of delivery or both. Failure to agree to any such equitable adjustment hereunder will be a dispute within the meaning of the Disputes clause.
- (f) The University may at any time before termination and, with the consent of the Subcontractor after notice of termination, allot additional funds for the subcontract.
- (g) The provisions of this clause with respect to termination will not be deemed to limit the rights of the University under the Default clause. The provisions of this clause are limited to the work on and obligation of funds for the items set forth in a. above. This clause will become inoperative upon the obligation of funds for the total price of the work except for rights and obligations then existing under this clause.
- (h) Nothing in the clause affects the right of the University to terminate this subcontract pursuant to the Termination for Convenience clause.

LANL 206 Limitation of University's Obligation under Time-and-Materials and Labor-Hour Task Ordering Agreements (Oct 2003)

- (a) It is estimated that the total payment to the Subcontractor by the University for performance of the subcontract will not exceed the ceiling price amounts of task orders issued pursuant to the subcontract or the ceiling price amount of the subcontract. The Subcontractor agrees to use its best efforts to perform the work specified in the task orders issued hereunder and all obligations under the subcontract within such estimated amounts.
- (b) The sum presently available for payment and allotted to the subcontract, the goods covered thereby, and the period of performance that is estimated the allotted amount will cover will be specified in the task orders. If task orders are not fully funded when they are issued, it is anticipated that from time to time additional funds will be allotted to such task orders up to their full estimated amount. When additional funds are allotted from time to time for continued performance of the work, the parties will agree about the applicable estimated period of performance that will be covered by the funds, and the task order will be amended accordingly. The Subcontractor agrees to perform or have performed work on the subcontract up to the point at which, if the subcontract is terminated

for the convenience of the University pursuant to the Termination clause, the total amount paid and payable by the University pursuant to paragraph (f) of the Termination clause would, in the exercise of reasonable judgment by the Subcontractor, approximate the total amount at the time allotted to the subcontract. The Subcontractor will not be obligated to continue performance of the work beyond that point.

- (c) The University will not be obligated to make any payment to the Subcontractor including payment in respect to lower-tier subcontracts and termination settlement costs exceeding the total amount from time to time allotted to task orders under the subcontract. However, when and to the extent that the total amount allotted to a task order has been increased, any invoice or voucher for time or materials with respect to a period before to the increase and exceeding the amount previously allotted will be paid as if the invoice or voucher were for time or materials with respect to a period after the increase in amount allotted.
- (d) If the Subcontractor considers funds allotted to be inadequate to cover the work to be performed for the period set forth in a task order, the Subcontractor will notify the University in writing within the next 30 days when the work will reach a point at which, if the subcontract is terminated for the convenience of the University pursuant to the Termination clause, the total amount paid and payable by the University pursuant to paragraph (e) of the clause will approximate 85 percent of the total amount then allotted to the task order. The notice will state the estimated date when that point will be reached and the estimated amount of additional funds required to continue performance for the period set forth in the task order. Thirty days before the end of the period specified in the task order, the Subcontractor will advise the University in writing about the estimated amount of additional funds that will be required, on the basis of the obligation of performance stated in paragraph (b) above, for the timely performance of the work under the task order for such further period that may be specified in the task order or otherwise agreed to by the parties. If, after such notification, additional funds are not allotted by the end of the period set forth in the task order or by an agreed substitute date and upon written request of the Subcontractor, the University will terminate the task order on that date or on a date to be specified in the request on which the Subcontractor in the exercise of its reasonable judgment estimates that it will have discharged its obligation to perform as stated in paragraph (b) above, whichever is later, pursuant to the provision of the Termination clause.
- (e) When additional funds are allotted from time to time for continued performance of the work under the subcontract, the parties will be covered by such funds. The provisions of paragraphs (b), (c), and (d) above will apply similarly to the additional allotted funds and substituted date, and the subcontract will be amended accordingly.

- (f) At any time prior to termination, the University may allot additional funds for the subcontract and, with the consent of the Subcontractor and after notice of termination, may rescind the termination in whole or in part and allot additional funds for the subcontract.
- (g) Nothing in this clause will affect the right of the University to terminate the subcontract pursuant to the Termination clause.
- (h) For the purpose of this clause, the allotment or allotments specified in a task order will not be decreased without the consent of the Subcontractor.
- (i) This clause will apply and paragraph (c) of the Payments Under Time-and-Materials and Labor-Hour Subcontracts clause will not apply until such time that an amount equal to the ceiling price amount of each task order is allotted to each respective task order, and thereafter paragraph (d) of the Payments Under Time-and-Materials and Labor-Hour Subcontracts clause will apply and this clause will not apply.

LANL 702 Unclassified Controlled Nuclear Information (UCNI) (Jun 2002)

- (a) Documents originated by the Subcontractor or furnished to the Subcontractor in connection with the subcontract may contain Unclassified Controlled Nuclear Information, also referred to as UCNI, as defined in Section 148 of the Atomic Energy Act of 1954, as amended (42 U.S.C. §2168). The Subcontractor shall be responsible for protecting such information from unauthorized dissemination in accordance with DOE Regulations at 10 CFR Section 1017.17 and relevant DOE Directives. The Subcontractor may obtain copies of such DOE Directives from the Contract Administrator.
- (b) Failure to comply with the requirements of Section 148 of the Atomic Energy Act of 1954 and the regulations at 10 CFR Section 1017.17 may result in the imposition of a civil penalty of up to \$100,000 for each violation.

LANL 703 Privacy Act Records (Jun 2002)

In accordance with the Privacy Act of 1974, 5 U.S.C. §552a, the University designs, develops, or operates the Systems of Records listed below in order to accomplish DOE functions.

Personnel Records of Former Contractor Employees (DOE-5)
Firearms Qualification Records (DOE-31)
Government Motor Vehicle Operator Records (DOE-32)

Personnel Medical Records (DOE-33)
Personnel Radiation Exposure Records (DOE-35)
Statistical Analysis Using Personnel Security Questionnaires (Health and Mortality Studies) (DOE-36)
Occupational and Industrial Accident Records (DOE-38)
Personnel Security Clearance Files (DOE-43)
Personnel Assurance Program Records (DOE-50)
Employee and Visitor Access Control Records (DOE-51)
Alien Visits and Participation (DOE-52)
Physical Fitness Test Records (DOE-77)
Epidemiologic and Other Health Studies, Surveys, and Surveillances (DOE-88)

The Subcontractor's employees will be expected to participate in the design, development, or operation of one or more of these Systems of Records.

LANL 706 Control of Nuclear Materials (Jun 2002)

As used in this clause, "nuclear materials" means source material, special nuclear material, and other materials to which DOE Directives regarding the control of nuclear materials apply. Access to and use of nuclear materials in connection with the subcontract work shall be governed by the requirements for transfer, control, accounting and measurement, and record keeping found in the DOE Directives referenced above and in the University's Materials Management Program. The identification of and copies of the relevant DOE Directives and copies of the documentation of the University's Materials Management Program may be obtained from the Contract Administrator.

APPENDIX A

STATEMENT OF WORK Engineering, Analysis, and Health Physics Support Services

August 31, 2005

Background:

The existence of unsecured excess and unwanted radiological sources in the U.S. and elsewhere in the world presents an unacceptable threat to national security by creating the potential for nuclear terrorism. Los Alamos National Laboratory (LANL) has been the leading laboratory for the U.S. Department of Energy for the identification, recovery and safe and secure management of unwanted radiological sources since 1979. The operational capability at LANL is known as the Off-Site Source Recovery (OSR) Project and is sponsored by the National Nuclear Security Administration (NNSA) under NA-211, U.S. Radiological Threat Reduction (USRTR).

The current mission of the OSR Project includes providing technical support to the International Atomic Energy Agency to create capabilities for the recovery of radioactive sealed sources. These sealed sources contain isotopes of concern to the Global Radiological Threat Reduction Program as managed ~~by~~ NNSA/NA-211. The prioritization of recoveries and the IAEA support provided is directed by NA-211.

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To support the NNSA/NA-211 mission, unique forms of technical support and engineering analysis are required to develop recovery plans assuring the safe, compliant and efficient removal and management of high activity sources in large irradiating devices, including medical teletherapy devices, industrial radiography services, and other devices containing high activity beta/gamma emitting sources. Special knowledge of these devices and experience in the removal and management of the high activity sources is required to perform this Statement of Work (SOW) as contained herein.

General Statement of Work Areas:

- *Chemical Engineering Services*, as related to radioactive sealed sources and sealed source devices, their design, manufacturing history, regulation, recovery, management as excess material, recycle, and disposal.
- *Nuclear Engineering Services*, as related to radioactive sealed sources and sealed source devices, their design, manufacturing history, regulation, recovery, management as excess material, recycle, and disposal.
- *Health Physics Services*, as related to radioactive sealed sources and sealed source devices, their design, manufacturing history, regulation, recovery, management as excess material, recycle, and disposal.
- *Nuclear Operations Services*, as related to safe and compliant planning and execution of radioactive sealed source recovery operations, independently or as part of a team, involving logistics, device and source

handling, packaging, and transportation of recovered sources to secure storage both in the U.S. and abroad.

- *Operational Research Services*, as related to the origin of [isotopes and their](#) distribution in the U.S. and internationally, [and](#) sealed radioactive source and device manufacturing history and documentation. Investigations into excess and unwanted radioactive sealed source and device locations world-wide, including the assessments of the threat that the material presents.
- *Expertise in Transuranic Sealed Source Waste Streams and their Disposition*, as required by the regulatory framework associated with [the Waste Isolation Pilot Plant \(WIPP\)](#) Waste Acceptance Criteria, Waste Acceptance Plan, Quality Assurance Plan, Acceptable Knowledge Documentation, Visual Examination Procedures, and WIPP/Central Characterization Program interface.

Work Requirements:

The Subcontractor shall provide the following services and possess the minimum requirements.

- **Chemical Engineering:** Strategize and perform studies to examine sealed source disposal alternatives other than WIPP. The studies may involve the transport of the sealed source radionuclides by groundwater to receptor wells assumed to be located at the boundary of a hypothetical disposal site. The transport evaluations [may](#) involve the movement of groundwater and the adsorption of radionuclides in absorption and ion exchange processes within cationic sites on the soil, and other relevant data.

Evaluate hazardous and chemical characteristics of various compounds relative to RCRA materials. The evaluations [may](#) include the identification of specific compounds that [are](#) potentially hazardous and those non-hazardous. [Examine](#) treatment methods that could potentially be used to render reactive compounds non-reactive and therefore non-hazardous.

Provide advisory and assistance support services to LANL management to identify potential vendors for the treatment and disposal of contaminated sodium metal. Evaluate proposed treatment methods and provide recommendations as to the appropriate treatment method and possible vendor(s) to provide these services.

Deliverables:

- Planning
- Studies
- Evaluations
- Reviews
- Recommendations

Technical Requirements:

The Subcontractor shall provide personnel who are qualified in the disciplines listed above to perform planning, calculations, analysis, research, and reviews as required by the domestic and international nuclear nonproliferation and threat reduction activities of the OSR Project. Personnel should have experience in the engineering, health safety, and regulatory aspects of sealed radioactive sources and devices, their application, design, fabrication, and transportation. Analysis of shielding, isotopic decay, activation, and dose-to-Curie relationships are required. Isotopic identification using gamma spectroscopy and neutron spectroscopy; methods of contamination control, secondary and waste packaging, and TRU, Low Level radioactive and/or mixed waste treatment and disposal and analysis may be required. Use of state-of-the-art models such as MICROSHIELD, MCNP, and ORIGIN may be required for specific tasks.

Proposed Subcontractor personnel shall possess a minimum of a BS. or equivalent training and experience, in the discipline related to assigned work. A minimum of five years operational experience is required with a minimum of one year each in DOE and NRC regulated environments. Preference will be given to those with recent (within 5 years) experience in disposal pathway analysis for high activity (greater than 1 Curie) radioactive sealed sources, both actinide and non-actinide.

- **Nuclear Engineering:** Perform nuclear shielding calculations and make measurements of actual sealed sources to support dose-to-curie calculations. Perform detailed nuclear calculations in support of the radiological characterization of waste packages containing sealed sources. Develop representative radionuclide distributions for the principle actinides involved in sealed source manufacturing. Provide estimates of the uncertainties and the propagation of these uncertainties through the characteristic quantification. Provide expertise to check coding and accuracy of a computer program designed to provide the radiological characterization calculations in routine operations (ensure to include radioactive decay calculations). Provide expertise in the development of the criticality assessment of packaged or stored sealed sources under specified conditions.

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Deliverables:

- Planning
- Calculations
- Develop Distributions
- Statistical Analysis
- Computer Expertise and Recommendations
- Criticality Assessments

Technical Requirements:

The Subcontractor shall provide personnel who are qualified in the disciplines listed above to perform planning, calculations, analysis, research, and reviews as required by the domestic and international nuclear nonproliferation and threat reduction activities of the OSR Project. Personnel should have experience in the engineering, health safety, and regulatory aspects of sealed radioactive sources and devices, their application, design, fabrication, and transportation. Analysis of shielding, isotopic decay, activation, and dose-to-Curie relationships are required. Isotopic identification using gamma spectroscopy and neutron spectroscopy; methods of contamination control, secondary and waste packaging, and TRU, Low Level radioactive and/or mixed waste treatment and disposal and analysis may be required. Use of state-of-the-art models such as MICROSIELD, MCNP, and ORIGIN may be required for specific tasks.

Proposed Subcontractor personnel shall possess a minimum of a BS, or equivalent training and experience, in the discipline related to assigned work. A minimum of five years operational experience is required with a minimum of one year each in DOE and NRC regulated environments. Preference will be given to those with recent (within 5 years) experience, as described in technical requirements, with application to codes, software and calculations in support of high activity sealed source management. Specific experience in use of MCNP, for shielding, packaging, and criticality evaluations is required.

- **Health Physics:** Provide advisory and assistance support services for handling radiation sources with emphasis on establishing and maintaining all operations involving source handling ALARA, while maintaining the potential for work performance. Provide recommendations for the development of handling methods and procedures designed to provide radiation protection to field workers in the handling of sealed sources. Include contamination control and minimization of radiation fields for workers in the field and in the storage activities at LANL. Provide expertise and recommendations for the development of sealed source recovery operations for the International Atomic Energy Agency for use in international sealed source recovery operations, including the conceptual design of a portable "hot" cell for used in these operations.

Deliverables:

- Recommendations for Procedures
- Recommendations for Handling Methods and Radiation Protection
- Recommendations for Sealed Source Recovery Operations

Technical Requirements:

Proposed Subcontractor personnel shall possess a minimum of a BS, or equivalent training and experience, in the discipline related to assigned work. A minimum of five years operational experience is required with a minimum of one year each in DOE and NRC regulated environments. Preference will be given to those with recent (within 5 years) hands on experience in an operational

environment requiring the handling of high activity sealed sources (>1Ci), including neutron sources, operations in hot cell facilities with remote/slave manipulators, and development and implementation of field level ALARA controls.

- **Nuclear Operations:** Provide expert information on the design, construction, fabrication, handling, packaging, transportation, documentation, and disposition of radioactive sealed sources and devices containing those sources. Provide knowledge of WIPP and OSR packaging geometries in support of field work packaging plans. Apply expert knowledge and experience to allow the safe handling of radioactive sealed sources in field conditions for domestic and international recovery operations. Retrieve, document and package sealed sources in the field site location of the licensee. Subcontractor must have worked within both NRC and DOE regulated organizations/facilities in activities relevant to the safe handling of sealed sources and must have applied experience in the safety principles of the DOE Authorization Basis and Integrated Work Package regimes at LANL, or be able to apply these principles at LANL.

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Deliverables:

- Recommendations on Operations of Sealed Sources and Devices containing Sealed Sources
- Recommendations on Handling
- Retrieve, Document, and Package Sealed Sources

Technical Requirements:

Proposed Subcontractor personnel shall possess a minimum of a BS, or equivalent training and experience, in the discipline related to assigned work. A minimum of five years operational experience is required with a minimum of one year each in DOE and NRC regulated environments. Preference will be given to those with recent (within 5 years) experience, involving hands on operations in DOE nuclear facilities within an existing safety envelope. Contractors shall be familiar with DOE authorization basis systems, Material Control and Accountability, and Integrated Work Document systems employed at LANL. Recent experience in high activity (>1 Ci) sealed source handling and management within existing LANL systems will be given preference.

- **Operational Research:** Develop and implement a comprehensive recordkeeping system for all documentation associated with Off-Site Sealed Source Recovery Project at LANL. Provide expertise for the development of a knowledge base of information regarding the nature, manufacturer, numbers and locations of virtually all sealed sources manufactured in the U.S. Develop computer based records management systems and associated databases for information tracking, maintenance and retrievability. Applications may be both domestic and international.

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Deliverables:

- Recordkeeping System
- Planning

- Summary Reports of Research

Technical Requirements:

The Subcontractor shall provide personnel with a background in nuclear operations preferably at DOE facilities and at facilities operating under NRC or Agreement State Licenses. Specifically, experience in sealed radioactive source identification, handling, recovery, packaging, planning and management is desired. Personnel will need to be skilled in planning and executing nuclear material handling operations and to be experienced in safe work practices. Computer literacy in standard office and information management systems required.

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Proposed Subcontractor personnel shall possess a minimum of a BS, or equivalent training and experience, in the discipline related to assigned work. A minimum of five years operational experience is required with a minimum of one year each in DOE and NRC regulated environments. Preference will be given to those with recent (within 5 years) experience, as described in technical requirements, in development and qualification of documentation meeting existing DOE requirements for characterization, quantification and preparation of high activity (>1 Ci) sealed sources for storage and/or disposal at DOE facilities. Preference will be given to those while specific experience in management of high activity sealed sources for disposal at WIPP and NTS using the existing LANL management systems.

- **Sealed Source Waste Streams and their Disposition:** Provide expertise for the definition of transuranic sealed source waste streams appropriate for WIPP disposal and developed Acceptable Knowledge (AK) documentation for sealed source content as necessary to support potential WIPP disposition of TRU sealed sources and/or utilization of other DOE or commercial disposal facilities. Find and provide the records sources from government and/or industry that fulfill documentation requirements. Generate new or revise existing Acceptable Knowledge (AK) documentation as required.

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Deliverables:

- Define Transuranic Sealed Source Waste Stream for WIPP Disposal
- AK documentation
- Record Sources

Technical Requirements:

The Subcontractor must provide personnel with expertise in the transuranic waste process as related to WIPP disposal. Expertise and understanding related to the actinide sealed source waste stream is a specific element of the OSR Project sealed source management strategy in reducing the potential

radiological threat at both DOE and off-site locations. Additional experience performing the same activities for disposal at other DOE or commercial facilities required.

Proposed Subcontractor personnel shall possess a minimum of a BS, or equivalent training and experience, in the discipline related to assigned work. A minimum of five years operational experience is required with a minimum of one year each in DOE and NRC regulated environments. Preference will be given to those with recent (within 5 years) experience, in generating, qualifying and use of acceptable knowledge documentation for high activity sealed source disposal at the WIPP facility utilizing the DOE's CCP process.

- **Other Work Requirements:**

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- **Work Location:** The Subcontractor personnel will work on-site at Los Alamos or at off-site locations as considered for the best use of personnel and equipment for the requirements of the work. Except as otherwise specified in the Subcontract, the University will provide access to facilities, personnel, laboratory policies and procedures, and provide specialized training as necessary to assure safe and compliant performance for the on-site portion of the work.
- **Travel:** Both domestic and international travel will be required for the performance of many tasks. Travel to Los Alamos for meetings, training, or work performance should be expected.
- **Government Owned Property:** Depending on the specific nature of the work, decisions on the use of Subcontractor-owned or government-furnished equipment will be made. Where appropriate, government-owned hardware and software, and or supplies may be assigned to Subcontractor personnel. In other cases, Subcontractor-owned equipment and supplies may be used.
- **Clearances:** Subcontractor must provide technical support services by personnel who hold an active DOE 'Q' Clearance or at a minimum demonstrate the ability to obtain a DOE 'Q' Clearance.
- **Applicable Laws and Regulations:** The Subcontractor shall be required to comply with all applicable federal state or local laws, and ordinances in the performance of this work.

APPENDIX B

**FEE SCHEDULE(S)
TIME AND MATERIALS SCHEDULE**

and / or

FIXED PRICE SCHEDULE

TBD

APPENDIX C

University of California
(Los Alamos National Laboratory)
Time and Materials Task Order

1. This Task Order is issued pursuant to Subcontract No. between the University and the Subcontractor, .
2. Task Order No:
3. Task Order Date:
4. The Subcontractor shall perform the work described below:
5. The work called for in Paragraph 4 shall be performed and required deliveries shall be made in accordance with the following schedule:
6. The Subcontractor Labor Categories, level of effort for each category and the Fixed Hourly Rates upon which the Not-to-Exceed amount for reimbursement of Direct Labor charges is based are listed below. The Subcontractor may vary the level of effort identified for the labor categories listed, however, any costs in excess of the Not-to-Exceed amount which are caused by such variations shall not be reimbursable by the University unless the procedures stated in Special Provision 1.B. of the Section F - Special Provisions of the Subcontract have been followed. Reimbursement for Direct Labor shall be at the Fixed Hourly Rate listed below for the actual effort performed by each category.

<u>Subcontractor Labor</u>		<u>Fixed Hourly</u>
<u>Category</u>	<u>Level of Effort</u>	<u>Rate</u>

If during the performance of the work called for hereunder, the Subcontractor identifies other labor categories needed to accomplish the work, such information, including tradeoffs with already identified labor categories necessary to remain within the Not-to-Exceed amount for Direct Labor on this task order shall be submitted to the Contract Administrator.

7. The Ceiling Price for all work called for by this Task Order is . This amount is allocated to the following categories:

- a. The maximum amount (Not-to-Exceed) that the University shall be liable for reimbursement of Direct Labor charges is \$ _____
Subcontract
Task Order No. _____
- b. The maximum amount (Not-to-Exceed) that the University shall be liable for reimbursement of Other Direct charges is \$ _____
- c. The Ceiling Price includes the amount of \$ _____ for reimbursing the Subcontractor for New Mexico Gross Receipts Tax attributable to this task order.

The Not-to-Exceed amount stipulated above for Other Direct charges is based upon the following estimates:

Travel \$

Materials and Supplies \$

Tooling and Equipment..... \$

Other Required Services \$

When funds are allocated above for Other Direct Charges, they shall be reimbursed to the Subcontractor at actual cost in accordance with the Cost Principles and Procedures of Subpart 31.2 of the Federal Acquisition Regulation in effect on the date of the Subcontract.

8. The Subcontractor's Principal Investigator for this Task Order is _____.
9. The Terms and Conditions of Subcontract _____ and any modifications thereto in effect on the date of this Task Order are incorporated herein by reference.

ACCEPTED
For The Subcontractor:

By: _____

Name: _____

Title: _____

Date: _____

For the Regents of
The University of California:

By: _____

Name: _____

Title: _____

Date: _____

APPENDIX D
University of California
(Los Alamos National Laboratory)
Fixed Price Task Order

1. This Task Order is issued pursuant to Subcontract No. between the University and the Subcontractor, .
2. Task Order No: .
3. Task Order Date: .
4. The Subcontractor shall perform the work described below:
5. The work called for in Paragraph 4 shall be performed and required deliveries shall be made in accordance with the following schedule:
6. The Firm Fixed-Price for all work called for by this Task Order is . This amount is allocated to the following categories:
7. The Subcontractor's Principal Investigator for this Task Order is .
8. The Terms and Conditions of Subcontract and any modifications thereto in effect on the date of this Task Order are incorporated herein by reference.
9. Allotment of Funds

Pursuant to the clause of the General Provisions entitled "Limitation of University's Obligation", the amount of funds presently available for payment and allotted to this subcontract is \$[xxxxxx.xx]. It is estimated that this amount will cover performance of this task order through .

ACCEPTED
For The Subcontractor:

By: _____
Name: _____
Title: _____
Date: _____

For the Regents of
The University of California:

By: _____
Name: _____
Title: _____
Date: _____